

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

In re the Relationship of:)	No. 23866-1-III
)	
LORISSA K. COOK,)	
)	
Respondent,)	
)	Division Three
and)	
)	
STEVEN S. KEMP,)	
)	
Appellant.)	UNPUBLISHED OPINION

KATO, J.—In 1993, Steven Kemp and Lorissa Cook began dating. They moved in together soon thereafter. In 2003, Ms. Cook sought dissolution of the meretricious relationship, which Mr. Kemp disputed even existed. The court determined they had a meretricious relationship. We affirm.

Mr. Kemp and Ms. Cook met in June 1993 and started dating. He told her he loved her and had not felt like this about anyone before.

In September 1993, they moved into a house together on Saddle Ridge Road in Spokane Valley. Mr. Kemp bought the house and title was in his name only. Prior to buying the house, he lived in an apartment. Ms. Cook owned a

house in Spokane that she rented out.

When they moved into the Saddle Ridge home, both Mr. Kemp and Ms. Cook brought all their belongings from their former residences. The majority of the furnishings were provided by Ms. Cook. Mr. Kemp paid the mortgage; Ms. Cook paid for groceries, cable, garbage, power, and telephone.

During their relationship, Ms. Cook worked at Guardian Life Insurance. Her income increased from \$20,125 in 1992 to \$38,938 in 2003. In 1993, Ms. Cook had approximately \$3,200 in credit card debt. In 1998, she sold her house and used some of the proceeds for the couple's expenses.

Mr. Kemp worked as a truck salesman for Spokane Kenworth. During the early years of their relationship, he was busy building a client base. His income ranged from \$118,000 in 1996 to \$200,000 in 2003.

The couple spent much of their free time together. Ms. Cook wanted to get married. In fall 1999, she saw a diamond ring at Costco she liked. She showed it to Mr. Kemp and he bought it for her as a Christmas gift. When she opened the box, she asked him, "[I]s this what I think it is?" Report of Proceedings (RP) at 45. He said yes. She wore the ring on her "wedding ring finger" and considered herself engaged. RP at 47. Both parties changed their life insurance policies, adding the other as beneficiaries. Mr. Kemp denied proposing.

In May 1998, Mr. Kemp bought 52 acres on Forker Road so the couple could build their dream home. The couple met with an architect and general contractor to make plans for a house. In 1999, they sold the Saddle Ridge Road home. Mr. Kemp received \$32,427.99 from this sale.

Mr. Kemp and Ms. Cook obtained a construction loan, later transferred to a mortgage loan, on the Forker Road property. Mr. Kemp also signed a quit claim deed to Ms. Cook for half the interest in the land.

In April 2002, they refinanced the Forker Road mortgage and received a check for \$63,203.77 in both their names. Ms. Cook endorsed the check, which was deposited into Mr. Kemp's separate account. He used \$45,000 to buy a boat, titled only in his name. The remaining money was used to pay off the land.

During this time, Ms. Cook accumulated over \$60,000 in credit card debt. Much of this money was spent on items for the home during construction. She had also borrowed money against her retirement accounts.

During the couple's relationship, they always maintained separate bank accounts and separate credit card accounts.

Ms. Cook was injured in a car accident in 2000. Because of her injuries, the couple began sleeping in separate bedrooms. Their relationship deteriorated from this time on. In 2003, Ms. Cook discovered Mr. Kemp had been unfaithful.

In September 2003, while Mr. Kemp was on a hunting trip, Ms. Cook took most of the items from the Forker Road property and moved out. Upon his return, he found the house emptied.

On October 9, 2003, Ms. Cook filed a petition for dissolution of meretricious relationship. After trial, the court found a meretricious relationship existed and divided the couple's assets. Claiming the court erred by determining a meretricious relationship existed, Mr. Kemp appeals.

We review the court's findings of fact for substantial evidence. *Soltero v. Wimer*, 128 Wn. App. 364, 369, 115 P.3d 393 (2005), *review granted*, 156 Wn.2d 1031 (2006). We then determine if the findings support the court's conclusions of law. *Id.*

"A meretricious relationship is a stable, marital-like relationship where both parties cohabit with knowledge that a lawful marriage between them does not exist." *Connell v. Francisco*, 127 Wn.2d 339, 346, 898 P.2d 831 (1995). Five factors are relevant in determining whether a meretricious relationship exists. *In re Pennington*, 142 Wn.2d 592, 601, 14 P.3d 764 (2000). Those factors are continuous cohabitation, the duration of the relationship, the purpose of the relationship, the pooling of resources and services for joint projects, and the intent of the parties. *Id.* The factors are not exclusive or hypertechnical, and they

must be analyzed on a case by case basis. *Id.* at 602. If a meretricious relationship exists, the court makes a just and equitable distribution of property. *Id.*

The parties began living together in 1993 shortly after they began dating. Ms. Kemp moved out of the couple's home in September 2003. They continuously cohabitated for 10 years, a time sufficiently long to suggest a meretricious relationship. See *Soltero*, 128 Wn. App. at 370.

The couple began dating in 1993 and remained together until 2003. Ms. Cook did not date anyone else in that time. In the last couple of years, the evidence suggested Mr. Kemp had at least one affair. The parties became less intimate after 2000 when Ms. Cook was injured in a car accident. These circumstances nonetheless support the finding of a marital-like relationship.

The parties enjoyed doing many of the same outdoor activities and spent much of their free time together. It can thus be inferred that the purpose of the relationship included friendship, companionship, intimacy and mutual support. This is suggestive of a marital-like relationship.

The parties maintained separate finances which Mr. Kemp argues establishes the lack of resource pooling. But his argument ignores the financial and non-financial contributions made by Ms. Cook. See *Soltero*, 128 Wn. App. at

370. She paid her portion of the monthly expenses. She incurred debt on behalf of the couple. She contributed her time and energy to the running of the household. She entertained his business clients. Ms. Cook was active in the selling of the Saddle Ridge home and moved the couple from this residence to the Forker Road residence while Mr. Kemp was on vacation. She participated in the planning and building of the Forker Road residence. Despite maintaining separate financial accounts, the parties pooled their resources, financial and otherwise, for joint projects. See *In re Meretricious Relationship of Sutton*, 85 Wn. App. 487, 491, 933 P.2d 1069 (evidence couple cohabitated for five years and “supported each other in both work and leisure activities,” but “maintained separate identities and accounts,” sufficient to support a finding of a meretricious relationship), *review denied*, 133 Wn.2d 1006 (1997).

Furthermore, the parties obtained a loan for the Forker Road residence in both their names. Each also owned a portion of the property. This is evidence of resource sharing and is consistent with a meretricious relationship.

The parties appeared to be serious about one another. Mr. Kemp bought Ms. Cook a diamond ring. They purchased property and bought a house together. This indicates an intent for a stable marital-like relationship.

After consideration of all the relevant factors, the facts support the court’s

conclusion a meretricious relationship existed. The parties had a 10-year relationship during which they lived together in two residences. They purchased one house together and pooled their resources, financial and otherwise, to design and build the house. Their relationship was stable and marital-like. Because a meretricious relationship existed, the court properly exercised its discretion in dividing the assets and liabilities between the parties.

Affirmed.

A majority of the panel has determined this opinion will not be printed in the Washington Appellate Reports, but it will be filed for public record pursuant to RCW 2.06.040.

Kato, J.

WE CONCUR:

Brown, J.

Kulik, J.